

RESOLUTION NO. 2004-40

RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF ROCKLIN APPROVING A FIRST AMENDMENT TO
THE MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF ROCKLIN AND THE
ROCKLIN POLICE OFFICERS' ASSOCIATION

The City Council of the City of Rocklin does resolve as follows:

Section 1. The First Amendment to the Memorandum of Understanding between the City of Rocklin and the Rocklin Police Officers' Association approved by Resolution No. 2002-223 on June 25th, 2002, in the form attached hereto as Exhibit A and by this reference incorporated herein, is hereby approved and the City Manager is hereby authorized to execute the amendment on behalf of the City of Rocklin.

PASSED AND ADOPTED this 24th day of February, 2004, by the following roll call vote:

AYES: Councilmembers: Lund, Magnuson, Yorde, Hill, Storey

NOES: Councilmembers: None

ABSENT: Councilmembers: None

ABSTAIN: Councilmembers: None

Brett Storey, Mayor

ATTEST:

City Clerk

EXHIBIT A

THE FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ROCKLIN AND THE ROCKLIN POLICE OFFICERS' ASSOCIATION (Originally Approved by Resolution No. 2002-223 / June 25, 2002)

This First Amendment to the Memorandum of Understanding is entered into this 24th day of February, 2004, by and between the City of Rocklin (the "City") and the Rocklin Police Officers' Association (the "RPOA").

Recitals

1. City and RPOA (collectively, "Parties") have previously entered into a Memorandum of Understanding (the "MOU"), approved by the City Council by Resolution No. 2002-223, on June 25, 2002 and by this reference is incorporated herein. The effective date of the MOU is February 1, 2002.
2. The Parties have determined that it is reasonable and appropriate to make certain changes to the Agreement in the form of a First Amendment to the MOU ("Amendment").

Agreement

Now, therefore the Parties agree to amend the MOU to incorporate the changes and additions set forth below. Except as amended by this Amendment, the provisions of the MOU remain in full force and effect. Except as otherwise specified, capitalized terms contained in this Amendment shall have the same meaning as those contained in the MOU.

Section 1. Article 1, is amended to add a new section 1.7 to read as follows:

"Seniority - For the purposes of Scheduling Procedures – Extended PTO (Vacation), Work Hours and Schedule, and Reduction in Force/Layoff, seniority will be determined by length of continuous service in the affected classification. Continuous service means the employee's total continuous service since date of appointment to the classification without break or interruption. Approved leaves, suspensions of one month or less, and layoffs of less than one year shall not constitute a break or interruption in service for purposes of determining continuous service. Classification seniority shall include any time spent in another equal to or higher departmental classification if the employee returns to his/her former classification for any reason. The level of classification shall be based on the base pay range. Classification seniority shall also include time spent within the Rocklin Police Department in Special Duty assignments.

Section 2. Article 13, Section 13.2.5 is amended to read as follows:

“For the classifications of Public Safety Dispatcher II and Evidence Technician, the “existing average salary” shall be derived by adding to the amount determined for Step 5 for the position of Public Safety Dispatcher I, as described above, an amount equal to one-half the difference between Step 5 of the Community Service Officer classification and Step 5 of the Public Safety Dispatcher I classification. The result shall be the minimum salary level for Step 5 for the Public Safety Dispatcher II and Evidence Technician classifications. The amount shall be adjusted in the same manner as above to determine Steps 1 through 4.

For the classification of Senior Records Clerk, the “existing average salary” shall be derived by adding the amount determined for Step 5 for the classification of Public Safety Dispatcher II, as described above, an amount equal to 2.5% of said amount. The result shall be the minimum salary level for Step 5 of the Senior Records Clerk classification. The amount shall be adjusted in the same manner as above to determine steps 1 through 4.”

Section 3. Article 21, is amended to add two new sections, 21.5 and 21.6, to read as follows:

21.5 When an employee is assigned by the Chief of Police or his/her designee to be a Corporal, he/she shall receive a pay differential of 7.5% of base hourly rate times 80 hours for each pay period in which they are assigned as a Corporal.

21.6 When an employee is assigned to the function of Detective who is assigned by the Chief of Police or his representative to on-call status, he/she shall receive \$1.25 per hour for any hours so assigned.

IN WITNESS WHEREOF, this First Amendment to the MOU has been executed by the parties hereto on the day and year first above written.

City of Rocklin

Rocklin Police Officer’s Association

Carlos Urrutia, City Manager

Terry Roide, President